

**SPIRIT LAKE COMMUNITY
SCHOOL DISTRICT**

Spirit Lake, Iowa

2007-2008

and

2008-2009

MASTER CONTRACT

PUBLIC EMPLOYMENT
RELATIONS BOARD

2007 SEP -4 PM 2:02

RECEIVED

between

SPIRIT LAKE EDUCATION ASSOCIATION

and the

**SPIRIT LAKE COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION**

This agreement is entered into by and between the Board of Directors of the Spirit Lake Community School District and the Spirit Lake Education Association.

This Board of Directors of the Spirit Lake Community School District, hereinafter referred to as "board", recognizes the Spirit Lake Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative. The unit and its members, who are hereinafter referred to as "employees" are described as:

INCLUDED: All full time and regular part-time classroom teachers, guidance counselors, librarians and certified educational media personnel, certified nurse, department heads, team leaders and special education personnel.

EXCLUDED: Superintendent and his assistants, business manager, athletic director, principals, assistant principals, non-certified nurses and other non-certified personnel, all employees contracted exclusively under Schedule B and all other persons excluded by Section 4 of the Act.

ARTICLE ONE

Grievance Procedure

A. A grievance shall mean only a complaint that there has been an alleged violation of any of the specific provisions of this agreement not specifically excepted from the grievance procedure.

B. (1) Every employee covered by this agreement and the Association shall have the right to represent grievances in accordance with these procedures.

(2) The failure of grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next

step. The time limits, however, may be extended by mutual agreement.

(3) It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the teaching staff.

C. (1) First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and the principal. If a grievance involves a decision made solely by the superintendent and not involving a principal, the informal meeting shall then be held with the superintendent rather than the principal.

(2) Second Step

If the grievance cannot be resolved informally, the grievant shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within five school days from the date of occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the grievant and the superintendent within five school days after receipt of the grievance.

(3) Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within five school days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within fifteen school days after such written grievance is filed, the aggrieved and superintendent or his designee shall meet to resolve the grievance. The superintendent or his designee shall file an answer within five school days of the third-step

grievance meeting and communicate it in writing to the grievant and the principal. In the event that the second step filing was with the superintendent in his capacity as acting principal, the third step shall be waived and the fourth step of the grievance procedure shall become the third step.

(4) Fourth Step

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association and/or grievant may submit, in writing, a request on behalf of the Association and/or grievant to the superintendent within fifteen days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven days, the Public Employment Relations Board will be requested to provide a panel of five arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The right of first strike shall be determined by lot. The remaining name shall be the arbitrator. The decision of the arbitrator shall be binding on the parties.

Expenses for the arbitrator's services shall be borne equally by the school district and the Association.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provision of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the school district and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

ARTICLE TWO

Leaves

A. Sick Leave

Fifteen (15) days of sick leave will be granted to employees for each year of employment in the district, up to a maximum of one hundred thirty-five (135) days accumulation.

Absence due to serious illness in the immediate family shall be granted at the discretion of the superintendent, which decision shall not be grievable under this contract. This leave shall be deducted from sick leave.

Up to 15 school days of adoption leave is available as a deduction from sick leave. This leave shall commence within two weeks of when the child enters the adoptive parents' home. The days shall be used consecutively unless both parents are subject to this contract and in that situation the total time taken shall be consecutive days. The administration shall be notified as soon as practical for these days of absence.

B. Paid bereavement leave, not to exceed five (5) days, may be allowed for each death in the immediate family, but it is not accumulative. Any of the following may be considered as members of the immediate family: grandparents, grandchildren, brothers, sisters, parents, husband, wife, children. Additional leave may be granted at the discretion of the superintendent under special circumstances. This additional leave could involve an extension of the bereavement period or the granting of bereavement leave for death of persons other than the aforementioned relatives.

C. Professional Leave

Paid absences may be authorized by the Superintendent to permit certified employees to attend local, district, state or national meetings or conferences of a professional nature. Authorization for such absences can only be obtained by written request to the Superintendent prior to attendance at such meetings. Approval for attendance at meetings or conferences shall be based on their

ability to provide meaningful contributions to the improvement of the educational program, which decision shall be made at the discretion of the superintendent.

D. Maternity Leave

Except as hereafter modified, all provisions applicable to employees who are granted sick leave shall be applicable to employees applying for maternity leave. Sick leave benefits for maternity to the extent of an employee's accumulated earned sick leave shall be paid only during the time of medical confinement, which shall be the time medically indicated for termination and recommencement of duties as hereinafter provided.

An employee who is pregnant shall inform the Superintendent of Schools of her expected date of confinement not later than the beginning of the sixth month of pregnancy. At that time the employee shall give notice in writing to the Superintendent of the expected date of childbirth, whether the employee plans to continue to perform her duties during the period of pregnancy, the date when she expects to commence her leave for maternity, and the date she expects to return to school following childbirth. Should the employee not plan to return to work after the time of her medical confinement, she shall inform the Superintendent of Schools in writing not later than the end of the sixth month of pregnancy. If the employee plans to return to work following childbirth, she shall report to work within thirty (30) teaching days of the date of discharge from the hospital unless such resumption of duties is medically contra-indicated.

A leave of absence beyond the time of medical confinement for pregnancy and childbirth may be granted without salary or sick leave benefits for a period not to exceed the balance of the school year.

E. Association Leave

The Association as a group, not each individual, shall have up to a total of ten (10) days leave available for representatives of the Association to attend conferences, conventions, or other

activities of the local, state, and national affiliated organizations with the provision that the local Association shall reimburse the Board for the cost of substitute employees acquired for those days of temporary leave. This leave shall be reported to the Superintendent five (5) days in advance of the first leave day. In addition, any employee elected to a state office of the ISEA or national office in the NEA shall be granted extended leave up to two years, which leave shall be without pay or benefits. Any employee elected to the ISEA executive board or to a state office not requiring year-long leave shall have up to a total of twenty days available, with a provision that ISEA shall reimburse the district for the cost of the substitute acquired for those days of temporary leave.

F. Personal Leave

Each contract year employees covered by this agreement shall have four (4) days of personal leave with substitute pay deduction. These days shall be subject to the restriction that only two persons per day from each building may utilize this leave during the first week of school or the last week of school or on the day prior or subsequent to a holiday or vacation. In the case of married couples teaching in the same building, their utilization of said leave shall constitute one person. The employee shall notify the superintendent four (4) days in advance of the day(s) requested that the employee plans to exercise the personal leave days. The administration may limit the number of employees leaving on the same day(s) to the number of available substitutes. The employee taking a personal leave day shall have deducted from the employee's salary the amount of money which the district is paying the substitute teacher at that time, whether or not a substitute is actually obtained. It is understood that the personal leave day(s) are at the discretion of the teacher and can be used for whatever the teacher determines appropriate.

Employees covered by this contract shall have one (1) day of personal leave which is not subject to substitute pay deduction. This day shall be subject to the restriction that only two persons per day from each building may utilize this leave during the first week of school or the last week of school or on the day prior or subsequent to a holiday or vacation. In case of married couples

teaching in the same building, their utilization of said leave shall constitute one person. Application for approval of this leave shall be made to the administration four days in advance of the day requested. The administration may limit the number of employees leaving on the same day to the number of available substitutes. In addition the administration has direction to deny the use of this leave if its use interferes with a professional development program.

G. Jury and Legal Leave

Any employee called for jury duty during school hours or who is required to appear by subpoena in any judicial or administrative proceeding other than a proceeding under the Public Employee Relations Act or arbitration under this contract shall be entitled to leave with full pay.

H. Educational Improvement Leave

The Board of Education may grant without pay up to one year leave of absence upon application, which leave will be for the purpose of engaging in study reasonably related to professional responsibilities of the employee at an accredited college or university. This leave shall be without loss of sick leave benefits and upon return from such leave, the employee shall be placed on the salary schedule one level above the level held prior to the leave of absence if that leave extends for the full school year. An employee may continue on the school insurance program for this year to long as the costs of the insurance are paid totally by the employee.

ARTICLE THREE

Hours, Vacation, Holidays and Inservice

A. Employees shall be contracted for a school year on the basis of 192 days, five of which shall be holidays and the balance shall be teaching, inservice, parent-teacher conferences, preparation days and workshops as designated in the school calendar.

B. The employees' work day shall be from 8:00 a.m. to 4:00 p.m. Exceptions shall be as follows:

- (1) On Fridays and days prior to holidays or vacations the work day shall be from 8:00 a.m. to fifteen minutes after dismissal time as designated by the superintendent or his designee.
- (2) On the Wednesday immediately prior to Thanksgiving dismissal shall occur at 2:30 p.m.
- (3) The superintendent and building principal shall have the discretion to excuse individual teachers when the pupils leave to allow the teacher to attend to personal appointments such as medical and dental appointments.
- (4) In the event of early dismissal because of driving conditions, the employees may leave fifteen minutes after the building dismissal time.
- (5) In the event of a late start due to weather conditions, the employees shall report thirty minutes before the pupils are to report.
- (6) The employees' work day may be amended to allow a flexible eight hour day as approved by the building administrator.

C. In addition, it shall be understood and agreed that the employees shall attend meetings called by the administrators for the conduct of building affairs and for curriculum work and for any other pertinent meetings as may be essential and necessary for carrying out the purpose of the district. The number of such meetings shall be of reasonable quantity in order to accomplish the purpose of the meetings. The meetings may be called before or after school, at the discretion of the administration, but shall not be before 7:45 a.m. or run after 4:30 p.m. Professional development days may commence at 7:30 a.m.

D. Employees shall have each day a minimum of thirty (30) minutes for duty-free lunch break.

ARTICLE FOUR

Evaluation Procedures

- A. Evaluations shall be made according to Iowa Code and based on the Iowa Teaching Standards.

- B. All newly hired career teachers to the system shall be evaluated in their first year in the district.
- C. Nothing contained herein shall limit the number or the method of evaluation and it is understood that evaluations other than formal evaluations shall take place just by the nature of observations during the course of the year.
- D. Any written formal evaluation shall be submitted to the employee for the employee's signature prior to including the evaluation in the personnel file of the employee. The employee shall have a right to have a written response to the evaluation which shall be kept in the personnel file. The employee's signature on the form shall not indicate agreement with the evaluation, but merely receipt of a copy thereof.
- E. Any written comments directed toward an employee which are placed in the employee's personnel file shall be called to the employee's attention within three (3) school days of their placement in the file.
- F. All evaluations shall be fair, just and accurate.

ARTICLE FIVE

Transfer Procedures

Any employee may apply for a voluntary transfer to another grade level or teaching assignment and such applications shall be in writing to the superintendent. Denial of a transfer to a vacancy existing at the time of such request shall be in writing. In the event that the superintendent determines that involuntary transfers are necessary, the superintendent shall give written notice to the affected employees as soon as practicable.

Denial of a transfer to a vacancy existing at the time of such request shall be in writing and shall include a specific statement of the cause of denial.

ARTICLE SIX

Staff Reduction Procedures

When, in the sole, exclusive and final judgment of the Board of Education, decline in enrollment, reduction of program, or any other reason requires reduction in staff, the administration shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition given the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality education program possible, the administration shall base its decision as to resulting contract renewals on the relative skill, ability, competence and qualifications of available teachers to do the available work. If a choice must be made between two or more employees of equal skill, ability, competence and qualifications to do the available work, contract renewals will be given to the employee(s) with the greater full-time continuous length of service.

When comparing persons within the areas that are subject to staff reduction, the comparisons shall be made within the following categories: Kindergarten through 6th Grade, and 7th Grade through 12th Grade within subject categories.

ARTICLE SEVEN

Wages and Salaries

A. The salary of each employee covered by the regular salary schedule is set forth in Schedule A, which is attached hereto and made a part hereof.

B. New employees to the district shall receive credit for previous teaching experience up to three (3) years, however, that credit shall only be automatically granted if it was earned within the last eight (8) calendar years. Additional credit may be granted at the discretion of the Superintendent. Evidence to support education lane changes shall be furnished to the administrative office by October 1 of the calendar year.

C. Credit taken by teacher with a B.A. degree must either lead toward a master's degree in their major teaching field or be approved by the superintendent.

D. For advancement in salary classification, it will be mandatory that a letter of intent to attend school in the summer be filed with the Superintendent of Schools by March 15. A transcript of credits earned must be presented to the Superintendent not later than October 1 of the school year in which the advance is to become effective.

Any teacher who achieves certification from the National Board for Professional Teaching Standards shall be granted a one-lane horizontal movement on the salary schedule within their degree lane equal to 15 hours. The only lane change not available is BA + 30 to MA.

E. Persons who are individually contracted with the district for 50% or less time shall receive one-half of the insurance benefits and one-half of an experience step on the salary schedule. If persons who are contracted for one-half time or less are requested to participate for a full day in in-service training or parent-teacher conferences, they shall receive a full day's pay. Persons who are individually contracted for 51% or greater shall receive full insurance benefits and a full experience step on the salary schedule.

F. The mandatory items of bargaining contained in the Phase III plan are incorporated into this contract by reference.

G. Summer Driver's Education Teachers shall be paid \$153.12 per pupil for summer 2007 and the same percent of the base (.00533) for the summer of 2008.

H. Six thousand two hundred sixty-three (\$6,263) will be divided among the summer band teachers.

I. The overall package for 07-08 is a 5.5% increase and for 08-09: 5%. The increments are changed from 4.38% to 4.69% for

07-08 and to 5:00% for 08-09. This translates into a change in the base from \$28,130 to \$28,728.

If the insurance increase the second year exceeds 20%, the contract salary provision may be reopened.

J. For 2007-2008, if Phase I and II dollars are continued separate from the finance formula or if the Phase I and II dollars are merged into the formula, the amount received which is attributed to Phase I and/or Phase II or which replaces Phase I and/or II will be distributed in the same manner as the 2006-2007 money.

ARTICLE EIGHT

Insurance

Employees shall receive, if they elect coverage and qualify for coverage, single major medical insurance, term life insurance of \$50,000, long-term disability coverage and single coverage dental insurance, all of which programs shall be selected by the administration. The district shall implement an IRS 125 premium-only plan for employees. Employees may decline any of these insurances if the employee is covered through other plans.

It is further the intention of the parties to continue the insurance study committee in an attempt to adopt insurance benefits and other benefit packages which most adequately serve the total needs of the membership and to take advantage of any tax savings available to the employees.

ARTICLE NINE

Supplemental Pay

A. Employee participation in certain extra-curricular activities shall be compensated according to the rate of pay in Schedule B, which is attached hereto and made a part hereof. These duties

may require additional work beyond the base time of 8:00 a.m. to 4:00 p.m.

B. It is understood and agreed that in addition to teaching duties and supplemental pay duties, the employees shall perform some additional duties that shall not involve additional compensation. Some examples of these duties are open house, back-to-school nights, and parent-teacher conferences, except that no teacher shall be required to perform any duties under this section which previously have been performed under Article Nine, Section C, below, and except that no teacher shall be required to perform any duties under this section outside of the normal school year.

C. Each employee shall be able to volunteer to perform duties at school sponsored activities and athletic events for compensation as follows: each employee shall receive an employee/guest activities pass as compensation for performing duties at three (3) activities or events. The employee shall designate the named guest at the beginning of the school year. In the event an employee volunteers for more than three (3) activities or events, the employee shall be compensated at the rate of ten dollars (\$10.00) per activity or event for the balance of the duties performed beyond the initial three (3) activities or events.

D. Employees required to participate in professional duties outside the normal contract day or year as defined in Article Three, shall be compensated at the average hourly or daily wage of their educational lane. This shall not include travel time and shall not exceed eight (8) hours in any twenty-four (24) hour day. The district may contract non-professional duties with teachers at a mutually agreeable rate.

ARTICLE TEN

Payroll Deduction

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-tenth of total dues from the regular salary check of the employee each month for ten months, beginning in September and ending in June of each year.

C. Duration

Said authorization shall continue throughout the year, so long as the employee is employed by the district in the same capacity unless the Board received notice of revocation of the authorization, which shall be by thirty day notice.

D. It is the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization cards.

E. It is further agreed that the word "dues" as used above does not involve initiation fees, special assessments, back dues, or fines.

F. The Association agrees to indemnify and hold harmless the school district from any claims or causes of action that are based upon unfair representation or improper application or use of dues money by the Association.

G. Upon appropriate written authorization from the employee, the Board shall deduct, also, from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, charitable donations, insurance, or any other plans or programs approved by the Association.

ARTICLE ELEVEN

Inservice

Each year the association president shall appoint one person from each building to serve on a three person in-service committee. The committee shall serve in an advisory capacity to

assist the administration in the selection and implementation and evaluation of in-service training programs for the district.

This agreement shall become effective July 1, 2007 and shall continue in effect until June 30, 2009.

In witness thereof:

For the Spirit Lake
Education Association

Janice Donaldson
President
Dated 8/6/07

For the Board of
Spirit Lake
Community School

Betra Weir
President
Dated 8-6-07

Glenn Gress
Secretary
Dated 8/9/07

Douglas Peterson
Superintendent
Dated 8-6-07

Steven Lind
Chief Negotiator
Dated 7/23/07

Steve Avery
Chief Negotiator
Dated 8/6/07

Spirit Lake Community School District

Teacher Salary Schedule 2007- 2008

Base 28,728
Increments 1,347

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0	28,728	30,075	31,422	32,769	34,116	35,463
1	30,075	31,422	32,769	34,116	35,463	36,810
2	31,422	32,769	34,116	35,463	36,810	38,157
3	32,769	34,116	35,463	36,810	38,157	39,504
4	34,116	35,463	36,810	38,157	39,504	40,851
5	35,463	36,810	38,157	39,504	40,851	42,198
6	36,810	38,157	39,504	40,851	42,198	43,545
7	38,157	39,504	40,851	42,198	43,545	44,892
8	39,504	40,851	42,198	43,545	44,892	46,239
9		42,198	43,545	44,892	46,239	47,586
10		43,545	44,892	46,239	47,586	48,933
11			46,239	47,586	48,933	50,280
12			47,586	48,933	50,280	51,627
13				50,280	51,627	52,974
14					52,974	54,321

**Spirit Lake Community Schools
Schedule B Salary Schedule**

BASE SALARY 28,728

2007-2008 EXTRA-CURRICULAR ASSIGNMENTS

\$28,728

ASSIGNMENT	SALARY %	SALARY \$
Head V Football	16.50%	4,740
Head V Boys Basketball	16.50%	4,740
Head V Girls Basketball	16.50%	4,740
Head Wrestling	16.50%	4,740
High School Instrumental	16.50%	4,740
High School Vocal	16.50%	4,740
Weightlifting	16.50%	4,740
Head V Baseball 2008	14.70%	4,223
Head V Softball 2008	14.70%	4,223
Head V Girls Track	14.70%	4,223
Head V Boys Track	14.70%	4,223
Head V Volleyball	14.70%	4,223
Head V Boys Soccer	14.70%	4,223
Head V Girls Soccer	14.70%	4,223
Academic Decath Co-Coach	11.20%	1,609
		1,609
Assistant Football	11.20%	3,218
Assistant Football	11.20%	3,218
Assistant Football	11.20%	3,218
Assistant Football	11.20%	3,218
Assistant Football	11.20%	3,218
Assistant Boys Basketball	11.20%	3,218
Assistant Boys Basketball	11.20%	3,218
Assistant Girls Basketball	11.20%	3,218
Assistant Girls Basketball	11.20%	3,218
Assistant Wrestling	11.20%	3,218
Assistant Wrestling	11.20%	3,218
High School Drama	11.20%	3,218
Head Cross Country	11.20%	3,218
Head Girls Tennis	11.20%	3,218
Head Boys Tennis	11.20%	3,218
Head Boys Golf	11.20%	3,218

Head Girls Golf	11.20%	3,218
High School Debate	11.20%	3,218
Assistant Baseball 2008	9.70%	2,787
Assistant Softball 2008	9.70%	2,787
Assistant Boys track	9.70%	2,787
Assistant Track Boys and Girls	9.70%	2,787
Assistant Track Boys and Girls	9.70%	2,787
Assistant Volleyball	9.70%	2,787
Assistant Volleyball	9.70%	2,787
Assistant Soccer	9.70%	2,787
Assistant Soccer	9.70%	2,787
Assistant Baseball 2008	9.00%	2,586
Assistant Softball 2008 Fr	9.00%	2,586
Head 8th Boys Basketball	7.20%	2,068
Head 8th Girls Basketball	7.20%	2,068
Assistant Tennis	7.20%	2,068
Assistant Tennis	7.20%	2,068
Head MS Girls Track	7.20%	2,068
Assistant Golf	7.20%	2,068
Drill Team	7.20%	2,068
Flag Corp	7.20%	2,068
Pan-Am Club	7.20%	2,068
Asst HS Vocal Music	7.20%	2,068
Asst HS Marching Band	7.20%	2,068
Asst Cross Country	7.20%	2,068
7th Football Co-Coach	6.90%	1,982
MS Boys Track Co-Coach	6.90%	1,982
8th Volleyball Co-Coach	6.90%	1,982
8th Volleyball Co-Coach	6.90%	1,982
7-8 Wrestling Co-Coach	6.90%	1,982
7-8 Wrestling Co-Coach	6.90%	1,982
MS Boys Track Co-Coach	6.90%	1,982
7th Football Co-Coach	6.90%	1,982
8th Football Co-Coach	6.90%	1,982
8th Football Co-Coach	6.90%	1,982
Asst 8th Boys Basketball	6.60%	1,896
Asst 8th Girls Basketball	6.60%	1,896
Asst MS Girls Track	6.60%	1,896
MS Cross Country	6.60%	1,896
7th G Volleyball Co-Coach	6.60%	1,896

7th G Volleyball Co-Coach	6.60%	1,896
7th G Basketball Co-Coach	6.60%	1,896
7th G Basketball Co-Coach	6.60%	1,896
7th B Basketball Co-Coach	6.60%	1,896
7th B Basketball Co-Coach	6.60%	1,896
Asst Instr Music	6.20%	1,158
		623
HS Wrestling Cheerleading	5.20%	1,494
HS Football Cheerleading	5.20%	1,494
HS Basketball Cheerleading	5.20%	1,494
HS Individual Speech	5.20%	1,494
Large Group Speech Co-Coach	5.20%	1,494
Asst HS Drama	5.00%	1,436
HS Quiz Bowl	3.70%	1,063
HS Quiz Bowl	3.70%	1,063
HS Student Council	3.70%	1,063
Annual	3.70%	1,063
Junior Class Sponsor	3.70%	1,063
Middle School Play	3.70%	1,063
Asst Instr Music	1.20%	345
TOTAL		238,471